

# NZ FARMERS LIVESTOCK

Agreement made this.....Day of .....20..... NZ FARMERS LIVESTOCK LIMITED (The Company)

## VENDOR

Trading Entity .....  
 Surname .....  
 Christian name .....  
 Present Address .....  
 Address after 1st June .....  
 Account Number .....  
 GST Number .....  
 Telephone/Mobile .....  
 Fax/email .....  
 Solicitor .....  
 Solicitor's Telephone .....

Details of each partner / trustee / director (if the Vendor is a partnership, trust or company)

Full Name	Date of Birth	Signature

## PURCHASER

Trading Entity .....  
 Surname .....  
 Christian name .....  
 Present Address .....  
 Address after 1st June .....  
 Account Number .....  
 GST Number .....  
 Telephone/Mobile .....  
 Fax/email .....  
 Solicitor .....  
 Solicitor's Telephone .....

Details of each partner / trustee / director (if the Purchaser is a partnership, trust or company)

Full Name	Date of Birth	Signature

## LIVESTOCK AND PRICES

### 1 (a) Maximum final tally & description of sound INCALF COWS

Purchase tally ..... Head  
 Written .....  
 Description .....  
 Drafted from approx. .... Head  
 Written .....

Figures \$ ..... + GST  
 Price Gross  Nett  (per Head)  
 Written ..... + GST

Pro-rata in accordance with clause 24 -Yes  No  apportioned on Age & BW  PW  or, NZMI  PI

### 1 (c) Maximum final tally & description of sound & empty 1YR HEIFERS

Purchase tally ..... Head  
 Written .....  
 Description .....  
 Drafted from approx. .... Head  
 Written .....

Figures \$ ..... + GST  
 Price Gross  Nett  (per Head)  
 Written ..... + GST

Pro-rata in accordance with clause 24 -Yes  No  apportioned on Age & BW  PW  or, NZMI  PI

### 1 (b) Maximum final tally & description of sound INCALF HEIFERS

Purchase tally ..... Head  
 Written .....  
 Description .....  
 Drafted from approx. .... Head  
 Written .....

Figures \$ ..... + GST  
 Price Gross  Nett  (per Head)  
 Written ..... + GST

Pro-rata in accordance with clause 24 -Yes  No  apportioned on Age & BW  PW  or, NZMI  PI

### 1 (d) MISCELLANEOUS LIVESTOCK (+GST)

.....  
 .....  
 .....  
 .....  
 .....

## 2. REJECTION RATE/DRAFTING DAY

Allowable/optional rejection rate of sound in body and limb livestock by the Purchaser at all times in accordance with Clause 27.

1 (a) .....  
 1 (b) .....  
 1 (c) .....  
 1 (d) .....  
 DRAFTING DAY ..... / ..... / 20

# CONTRACT FOR FORWARD SALE AND PURCHASE OF DAIRY CATTLE

Office use only:

Herd Quote Ref No. ....	Office Ref No. ....	Contract No. ....
-------------------------	---------------------	-------------------

# OFFICE COPY

## 3. MATING DETAILS

3 (a) Duration of Calving 1 (a) From / / to / /  
 Duration of Calving 1 (b) From / / to / /  
 3 (b) 1(a) incalf to ..... AI  
 and tailed off with ..... Bull  
 1(b) incalf to ..... AI  
 or run with ..... Bull  
 3 (c) Incalf guarantee Expires / / 20  
 3 (d) Vetted / Scanned incalf - Yes  No  before Drafting Day at Vendor's expense  
 3 (e) VIC guarantee in accordance with Clause 26.3. **NB: Vetting to be done no earlier than 10 days before the Delivery Date.** Clause 26.1 & 26.2 are therefore deleted. Yes

## 4. COMPLETELY DRIED OFF DATE

In accordance with Clause 28 all lactating stock will be completely dried off by: / / 20  
 Any cow with three or less milking quarters is deemed not sound for delivery unless stated otherwise in Clause 13.

## 5. DRY COW THERAPY

At Vendor's expense unless stated otherwise in Clause 13 all lactating cattle will receive Dry Cow Therapy by either;

5 (a) SAMP PLAN (see 28.1)  or,  
 5 (b) BLANKET DRY COW TREATMENT (see 28.2)  or,  
 5 (c) All lactating cattle will receive Dry Cow Therapy where any individual animal's somatic cell count exceeds (see 28.3);

COWS: ..... HEIFERS: .....

5 (d) Veterinary approved Dry Cow Therapy drug products to be used will be, .....

## 6. ANIMAL HEALTH

Inoculations normally carried out prior to the Delivery & Settlement Date will remain the Vendor's responsibility. All livestock described herein are,

6 (a) TB Status C  Last test date / / 20  
 6 (b) EBL Status: Free  Negative  Last test date / / 20  
 6 (c) Leptospirosis: Yes  No  Last inoculation / / 20  
 6 (d) Other vaccinations .....  
 Date of inoculation(s) / / 20 and / / 20  
 6 (e) Facial Eczema recorded protection in accordance with Clause 34

TREATMENT METHOD. (tick applicable box)  
 Cows ORAL  TROUGH  BOLUS   
 2 Yr Heifers ORAL  TROUGH  BOLUS   
 1 Yr Heifers ORAL  TROUGH  BOLUS

## 7. CONDITION SCORE (refer Clause 23.2)

Livestock Condition Score on Delivery/Settlement Day;  
 Clause 7.1 | Clause 7.2  
 (a) Incalf Cows Average: ..... Minimum: .....  
 (b) Incalf 2 yr Heifers Average: ..... Minimum: .....  
 (c) Yearling Heifers Average: ..... Minimum: .....

## 8. DATA

Data to be supplied by the Vendor in accordance with Clauses 27 & 32 unless stated otherwise in Clause 13 below.

Vendor Herd Code ..... PTPT: .....  
 Purchase Herd Code ..... PTPT: .....  
 8.1. All herd tests are to be supplied to the Purchaser within 14 days of the test dates unless stated otherwise in Clause 13 below.

## 9. FINANCE CONDITIONS (refer Clause 17)

CONDITIONAL  UNCONDITIONAL   
 (a) Purchaser's Financier .....  
 Financier's Address .....  
 Subject to Financier's approval by / / 20  
 (b) Are Vendor's stock secured by any means to a third party? - No  Yes  To whom? .....

## 10. DEPOSIT IN PART PAYMENT (refer Clause 16)

Deposit \$ .....

## 11. COMMISSION + GST (refer Clause 43)

Payable by Vendor  Purchaser  on the basis of a ... 7%  or Sole Agency 6%  or \$ ..... per head + gst

## 11a. REBATE PAYABLE

Rebate Payable % or \$ ..... per head + gst  
 Company .....

## 12. DELIVERY AND SETTLEMENT

Date of Delivery and Settlement on Vendor's farm. (Refer Clause 19 & 20)

12(a) Interest rate for late settlement is: / / 20 % ..... per centum  
 Note Penalty Clause 19.2

## 13. SPECIAL CONDITIONS

## 14. SALE AND PURCHASE

14.1 The Vendor agrees to sell and the Purchaser agrees to buy the livestock described in this contract and the addendum on the terms and conditions contained in this agreement.

14.2 FACSIMILE CLAUSE: This agreement may be executed in two or more counterparts each of which will be deemed an original but all of which together will constitute one and the same agreement. A facsimile copy of this agreement showing a representation of the signature of a party shall be deemed to be an original. The parties acknowledge that except where specifically varied, negated or modified the General Conditions of sale of the "NZ Farmers Livestock Limited Contract for Forward Sale and Purchase of Dairy Cattle" are deemed to be incorporated in this agreement.

Signature VENDOR .....  
 Agent (No.....)Witness .....  
 Signature PURCHASER .....  
 Agent (No.....)Witness .....

